

EXHIBIT E

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Our File No.: 150479-1002

**WITHOUT PREJUDICE – PRIVILEGED
AND CONFIDENTIAL**

Kevin Su, Principal
Fish & Richardson P.C.
One Marine Park Drive
Boston, MA
02210-1878

BY EMAIL
[\(su@fr.com\)](mailto:su@fr.com)

Dear Mr. Su:

Re: Unsubstantiated Allegations of Misuse of Intellectual Property by EnergyLink International and False and Misleading Statements being made by Braden Group B.V.

We are Intellectual Property counsel to EnergyLink International (“**EnergyLink**”).

We are writing in response to your letter dated December 27, 2022, directed to Mr. Harold Wong of EnergyLink containing unsubstantiated allegations regarding misuse of “intellectual property assets” of Braden Group B.V. f/k/a/ Innova Global Europe B.V. (“**Braden**”), in particular “certain engineering drawings” depicting aspects of the selective catalytic reduction (“**SCR**”) systems of Innova Global Ltd. (“**Innova**”).

We have reviewed the allegations in your letter with our client and EnergyLink is not aware of any use being made of engineering drawings relating to SCR systems or other “intellectual property assets” that could be purportedly owned by Innova and/or Braden. As such, EnergyLink adamantly denies the allegations in your letter.

We also note that your letter contains nothing more than unsubstantiated bald allegations without evidentiary support. To the extent that your client has any evidence in support of these allegations, we invite you to provide it to us, in particular any evidence directed to:

- (i) EnergyLink having misused any engineering drawings relating to SCR systems and/or any other purported “intellectual property assets” previously owned by Innova and purportedly sold to Braden; and
- (ii) title in any of the engineering drawings and/or other purported “intellectual property assets” referenced in paragraph (i) above having been lawfully transferred from Innova to Braden.

With respect to paragraph (i) above, we note that the SCR systems of Innova have been publicly distributed and sold without any obligations of confidence and as such, the design thereof is within the public knowledge and cannot constitute confidential “intellectual property assets” of Innova (or Braden).

As for paragraph (ii), based upon discussions with informed sources involved with the bankruptcy process for Innova, our client understands that ownership of various IP alleged to be owned by Innova had been contested by one or more OEMs and that a “major issue” preventing any sale of Innova’s IP was that Innova didn’t actually own a lot of the IP it thought it did. Our client understands that only copies of files were sold by Innova to Braden, not title to any intellectual property assets or rights.

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Finally, but most importantly, it has come to our client's attention that Braden is making statements in the turbine industry, including to customers and/or potential customers, that EnergyLink has misused Braden's confidential information and/or intellectual property assets. As set out above, all such statements are unsubstantiated, false and misleading and are clearly designed to unlawfully discredit EnergyLink and/or its goods and services.

The foregoing statements are causing irreparable damage to EnergyLink, not only in terms of its goodwill and reputation but the statements are also resulting in lost sales to EnergyLink. Indeed, at least one customer has already advised that as a result of the statements made by Braden, it cannot continue to do business with EnergyLink until the matter is resolved and has removed EnergyLink from an ongoing bidding process wherein EnergyLink was the frontrunner.

Given that your client has been aware of EnergyLink's SCR systems for several years, the timing of your client's allegations and statements are highly suspect and appear to be an intentional and malicious attempt to disrupt our client's business and ongoing customer relationships. As your client will appreciate, these client relationships are developed over a period of years, which makes your client's conduct a significant concern given the potential to reverse years of hard work by EnergyLink and the substantial financial loss that will result.

In view of the foregoing, our client has no choice but to require your client to:

- (i) immediately and permanently cease and desist from making statements to any third party, including but not limited to customers and/or potential customers of EnergyLink, asserting that EnergyLink (or any associated or affiliated person or entity) has misused any engineering drawings and/or other intellectual property assets of Innova/Braden;
- (ii) undertake not to engage in the future in any of the activities referenced in paragraph (i) above;
- (iii) provide a complete list of all entities and/or individuals to whom statements of the type referenced in paragraph (i) have been made and, if any such statements were made in writing, produce a copy thereof; and
- (iv) send each of the entities and/or individuals referenced in paragraph (iii) above a written retraction of the statements previously made and produce a copy of each written retraction.

Given the serious nature of your client's conduct, and the irreparable and substantial damage (financial and reputational) already sustained by EnergyLink, and that will continue to be sustained by EnergyLink, our client has no choice but to require your client's compliance with the foregoing as soon as possible, but in any event by no later than the one week from the date of this letter, namely by January 19, 2023. In the event that your client refuses to comply with each of the demands set forth herein including the retraction of its statements on or before the aforesaid deadline, then our client will have no choice but to initiate action against your client as well as advise the industry of your client's misconduct.

Notwithstanding the aforesaid, our client expressly reserves all legal rights and remedies available in respect of this matter, including but not limited to damages, an accounting of profits, as well as interlocutory and permanent injunctive relief and legal costs.

Yours very truly,



Kevin Graham